

**COUNCIL OF THE CITY OF ABERDEEN
RESOLUTION NO. 22-R-10**

Date Introduced: August 8, 2022

Sponsored By: Councilwoman Sandra Landbeck and Councilman Adam Hiob

Public Hearing: August 22, 2022

Amendments Adopted: None

Date Adopted: September 12, 2022

Date Effective: October 27, 2022

RESOLUTION NO. 22-R-10

**2106 TITAN TERRACE
ANNEXATION**

**RESOLUTION OF THE CITY OF ABERDEEN TO EXTEND
THE CORPORATE BOUNDARIES OF THE CITY,
SUBJECT TO CERTAIN TERMS AND CONDITIONS, AND
TO DESIGNATE THE ZONING CLASSIFICATION OF
THE LAND BEING ANNEXED.**

1 A Resolution of the City of Aberdeen, adopted pursuant to the authority of Article
2 XI-E of the Constitution of Maryland and Sections 4-402 and 4-404 of the Local Government
3 Article of the Annotated Code of Maryland, to enlarge the corporate boundaries of the City of
4 Aberdeen by annexing to said corporate boundaries 0.752 acres of land, more or less, as
5 surveyed, contiguous to and adjoining the present corporate boundaries of the City of Aberdeen,
6 being those pieces, parcels or tracts of land more particularly described hereinafter in a metes
7 and bounds description incorporated herein as Exhibit A for Parcel 336.

8 **WHEREAS**, Petitioner Richard L. Baker, the owner of the property herein described on
9 Exhibit A, requested the City of Aberdeen, by a Petition for Annexation, to consider annexation

1 of said property to the lands included within the corporate limits of the City of Aberdeen. The
2 Petition was accepted by the City. The property to be annexed, as described on Exhibit A, is
3 comprised of one parcel of land that is contiguous to and adjoins the existing boundaries of the
4 City of Aberdeen, and contains a total 0.752 acres of land, more or less, as surveyed by Bay State
5 Land Services and as shown on the exhibit plat entitled "Annexation Exhibit Plat for Parcel 336"
6 dated 10/26/21, attached hereto as Exhibit B; and

7 **WHEREAS**, as required by Section 4-404 of the Local Government Article of the
8 Annotated Code of Maryland, the consent for the proposal has been received from the owner of
9 not less than 25 percent of the assessed valuation of the real property located in the area to be
10 annexed; and

11 **WHEREAS**, the consent has been verified by the Mayor of the City of Aberdeen and
12 meets the requirements of the law; and

13 **WHEREAS**, no one is residing within the area to be annexed.

14 **NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City
15 of Aberdeen, that the corporate boundaries of the City of Aberdeen be and the same are hereby
16 enlarged by adding or annexing thereto the areas contiguous to and adjoining the present City
17 corporate boundaries the land as particularly described in the metes and bounds survey property
18 descriptions prepared by Bay State Land Services, accompanying this Resolution as Exhibit A
19 and incorporated by reference as a part hereof.

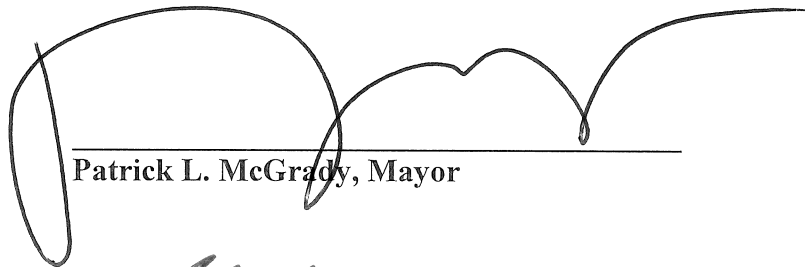
20 **AND BE IT FURTHER RESOLVED** that the conditions and circumstances applicable
21 to the change in the said corporate boundaries and to the residents and the property in the area so
22 annexed are as follows:

1 (a) That after the effective date of the amendment to the boundaries of the City of
2 Aberdeen provided for by this Resolution, the property annexed into the City of Aberdeen by this
3 Resolution, and all owners of such property and all persons residing within the areas annexed,
4 shall be subject to the Charter, Code, laws, ordinances and resolutions of the City of Aberdeen,
5 and an Annexation Agreement entered into between the City of Aberdeen and Petitioner Richard
6 L. Baker, a copy of the form of which is attached to this Resolution as Exhibit C and
7 incorporated by reference.

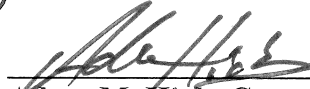
8 (b) That the designation of the zoning classification of the land lying within the area
9 herein described and hereby annexed as Parcel 336 shall be R-1 Low Density Residential
10 District, as described in the Code of the City of Aberdeen from the effective date of the
11 annexation until such zoning is changed as provided by law, and the City's Comprehensive
12 Zoning Maps shall be amended to reflect the annexation of such property and its zoning as
13 provided by this Resolution, and the land so annexed shall be subject to all provisions and
14 conditions of said Code of the City of Aberdeen, including but not limited to those which are
15 applicable to the R-1 Low Density Residential District.

16 **AND BE IT FUTHER RESOLVED**, that this Resolution shall become effective at the
17 end of forty-five (45) days following its final enactment provided that no Petition for
18 Referendum hereon shall have been filed as permitted by law.

COUNCIL OF THE CITY OF ABERDEEN



Patrick L. McGrady, Mayor



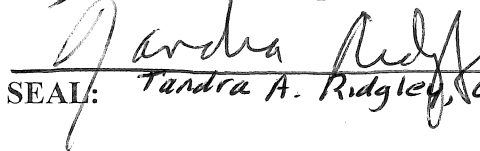
Adam M. Hiob, Councilman



Sandra J. Landbeck, Councilwoman



Timothy W. Lindecamp, Councilman



SEAL: Tandra A. Ridgley, Councilwoman

ATTEST:



Monica A. Correll, City Clerk

Date September 12, 2022

EXHIBIT A

METES & BOUNDS DESCRIPTION

January 30, 2022
BSLS # 21020

LAND OF RICHARD L. BAKER

Harford County Tax Map #52, Parcel #336
Glenn Heights, Section IV, Lot 1, Plat # 19/18
#2106 Titan Terrace, Havre de Grace, Maryland 21078

ZONING DESCRIPTION – 0.752 acres of land, lying on the south side of Titan Terrace, Second Election District, Harford County, Maryland, being more particularly describes as follows:

BEGINNING for the same at a point on the Southernly right-of-way line of Titan Terrace as depicted on a plat titled “Section IV Glenn Heights” as recorded in the Plat Records of Harford County, Maryland in Liber G.R.G. 19, folio 18, thence leaving said right-of-way line;

1. South 01° 59’ 40” West 202.38 feet to a point, thence;
2. North 83° 01’ 02” West 173.74 feet to a point, thence;
3. Binding on the southernly right-of-way line of Telestar Way by a curve to the left with a radius of 3564.75 feet for an arc length of 180.23 feet; said curve being subtended by a chord bearing North 08° 25’ 39” East 180.21 feet to a point, thence;
4. Binding on the southwesterly right-of-way lines of Telestar Way and Titan Terrace by a curve to the left with a radius of 25.00 feet for an arc length of 39.27 feet; said curve being subtended by a chord bearing North 54° 52’ 33” East 35.36 feet to a point;
5. South 80° 07’ 27” East 66.00 feet to a point, thence;
6. Binding on the southernly right-of-way lines of Titan Terrace by a curve to the left with a radius of 432.45 feet for an arc length of 59.51 feet; said curve being subtended by a chord bearing South 84° 03’ 59” East 59.46 feet to a point at the beginning hereof;

CONTAINING 0.752 ACRES OF LAND MORE OR LESS.
SURVEY DATUM ABOVE IS BASED ON A SUBDIVISION PLAT RECORDED
AMONG THE PLAT RECORDS OF HARFORD COUNTY, MARYLAND IN
LIBER G.R.G. 19, FOLIO 18 AND TITLED “SECTION IV GLENN HEIGHTS.”

1

EXHIBIT B

ANNEXATION EXHIBIT PLAT FOR PARCEL 336

2

3

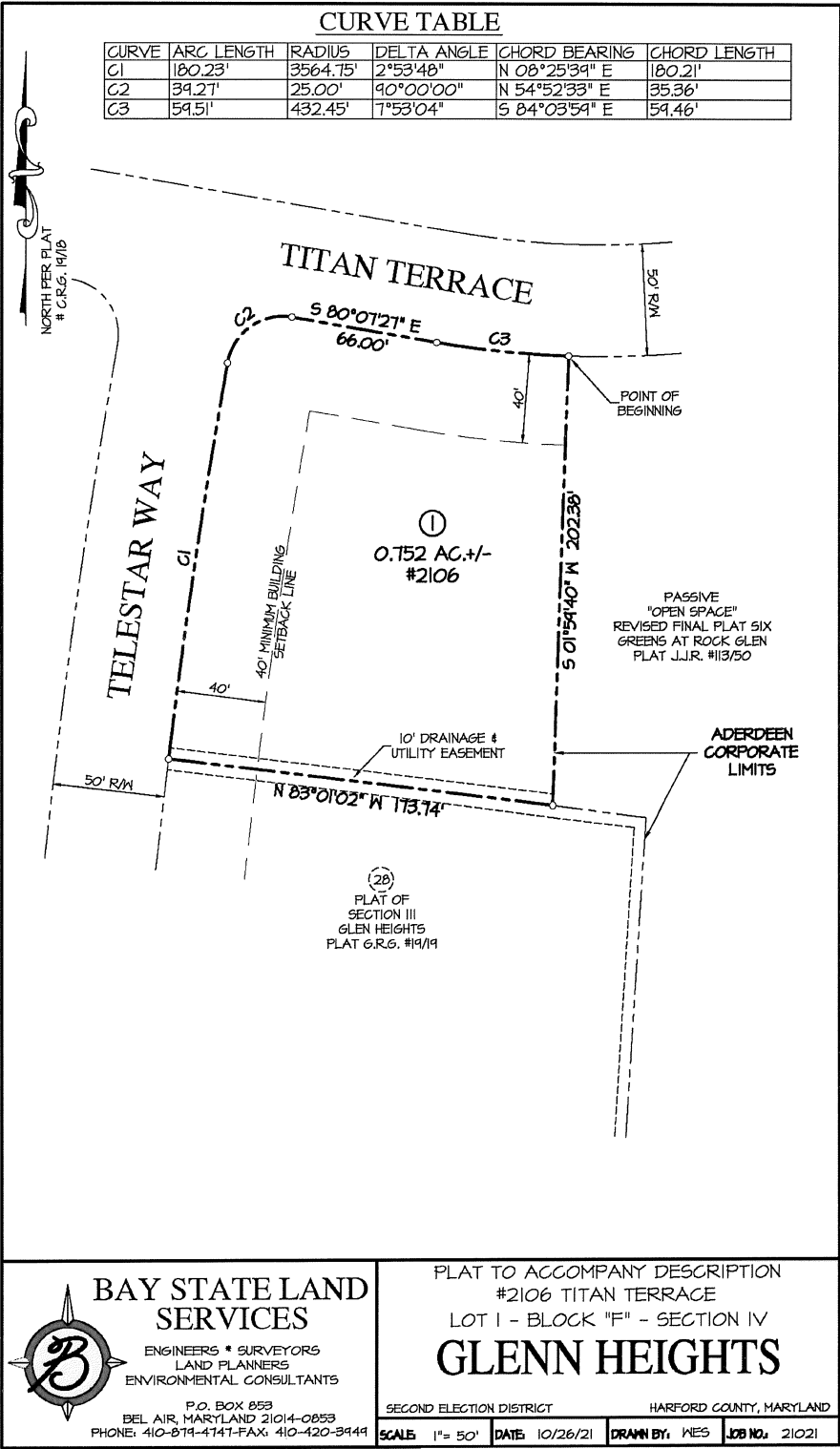


EXHIBIT C

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (hereinafter referred to as “this Agreement”), entered into this ____ day of _____, 2022, by and among the CITY OF ABERDEEN (hereinafter referred to as the “City”), a municipal corporation of the State of Maryland, Party of the First Part, and RICHARD L. BAKER (hereinafter referred to as “Owner”), Party of the Second Part.

WHEREAS, Resolution 22-R-10 (the “Resolution”) will be considered by the City Council to extend the corporate boundaries of the City to include therein certain property described in the Resolution, containing a combined total of 0.752 acres, more or less, and to further set forth specific conditions relating to the annexation, including but not limited to, the execution of this Agreement.

WHEREAS, the City and the Petitioner intend to enter into this Annexation Agreement to establish certain terms, circumstances and conditions which will be applicable to the property if and when it is annexed and to satisfy the conditions set forth in the Resolution. It is intended by the parties that the provisions of this Agreement are in addition to any other terms and conditions that may be set forth in the Resolution and any other of the City ordinances, subdivision regulations, and other rules and regulations that may be applicable to the development and use of the property referred to in the Resolution.

NOW THEREFORE, that for and in consideration of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

1 Agreement. This Annexation Agreement.

2 Annexation Property. All the real property identified in the Resolution as Tax Map 52,
3 Parcel 336, and described on Exhibit A and depicted on Exhibit B to the Resolution.

4 APFO. Code of the City of Aberdeen, Chapter 302, Growth Management, referred to as
5 the Adequate Public Facilities Ordinance.

6 City. The City of Aberdeen.

7 Developer. Richard L. Baker, his heirs, personal representatives, successors, and assigns.

8 Development Parcels. Tax Map 52, Parcel 336 specifically described in the Resolution.

9 Petition. The Petition for Annexation filed by the Petitioners with the City and thereafter
10 accepted by the City in accordance with the provisions of Section 4-404 of the Local
11 Government Article of the Annotated Code of Maryland and Section 235-15 of the City
12 Development Code.

13 Petitioners. Richard L. Baker, his heirs, personal representatives, successors, and assigns.

14 Planning Department. Aberdeen Department of Planning and Community Development.

15 Property Owner (“Owner”). Richard L. Baker, his heirs, personal representatives,
16 successors, and assigns.

17 Resolution. An Annexation Resolution, Resolution 22-R-10, introduced by the Mayor
18 and City Council of Aberdeen, to extend the corporate boundaries of the City by including therein
19 the Annexation Property and setting forth specific conditions relating to the annexation.

20 2. General Provisions:

21 a. Recitals. The recitals contained herein are incorporated in this Agreement as
22 operative provisions of this Agreement.

1 b. Conditions of Annexation. The terms, covenants, conditions, and effectiveness
2 of this Agreement except for Paragraph 9 (Payment of Annexation Expenses), all
3 as hereinafter set forth, are contingent upon the enactment and taking effect of the
4 Resolution by the City Council annexing the Annexation Property and zoning the
5 Annexation Property as R-1, Low Density Residential, as specified in Paragraph
6 3 below. The provisions of Paragraph 9 are effective upon the execution of this
7 Agreement by the City and Petitioners and remain in effect regardless of whether
8 the annexation becomes effective or is revoked by Petitioners.

9 3. Permissible Uses of Annexation Property. From and after the effective date of the
10 annexation and until changed by the Aberdeen City Council by ordinance, the Development
11 Parcel shall be developed and improved only for the principal permitted uses allowed in the R-
12 1 Low- Density Residential District (R-1) as provided for in the Code of the City of Aberdeen,
13 Chapter 235 – Development Code.

14 4. Development Requirements Binding on Owner and Developer of the Development
15 Parcels.

16 a. Design, Development, Use and Restrictions. The Design, Development, Use and
17 Restrictions of the Development Parcels shall be governed by §235-18.A.,
18 R-1 Low-Density Residential District (R-1) of the Code of the City of Aberdeen,
19 as amended from time to time, and other applicable City, Harford County and
20 State development laws, regulations, processes, and procedures in effect from
21 time to time, including the City's Adequate Public Facilities Ordinance.

22 b. The Resolution and this Agreement do not, without further procedures as
23 prescribed by law, permit, grant or allow any building, excavation, or

construction on the Development Parcels.

5. Water System.

a. Water distribution mains do not currently exist at the Development Parcel. The City shall provide access to water service for the Development Parcel subject to the water capacity of the City meeting or exceeding applicable Code and regulatory requirements, a public works agreement being executed by the City and the Owner and Developer, and the Harford County Master Water and Sewer Plan authorizing the City to serve the Development Parcel with City water service. The City shall make water service available to the Development subject to the Owner and Developer meeting all City, County, and State regulatory requirements. After the effective date of the annexation, the City will apply for such an amendment to the Harford County Master Water and Sewer Plan.

b. To the extent required by or to serve the Development Parcel, the Owner and Developer shall be responsible for a share of costs for the construction of new or the extension of existing water laterals and mains; for the costs of the acquisition of the required rights-of-way, connection charges and construction inspection fees associated with such service; and for the cost of any other improvements Owner and Developer may elect or are required to make to improve the existing water system in order to meet all requirements of the APFO; provided, however, the parties hereto agree that the APFO costs of the water system are expressly set forth within the APFO. However, if Owner and Developer elect not to make water system improvements necessary to satisfy APFO requirements for development of the Development Parcel, Owner and Developer may not develop

the Development Parcels, and may not require City to issue permits and approvals for development on the Development Parcels, until APFO requirements are satisfied.

c. Any improvements to the City's water system shall be designed and constructed to ensure sufficient water pressure to protect the health, safety, and welfare of City residents and to promote the efficiency of the future water service.

d. All water system improvements shall be constructed in accordance with the City's Standard Specifications and Construction Details and other relevant statutory and regulatory provisions, including the APFO.

e. Upon satisfactory completion of construction and final inspection of water system improvements, Owner and/or Developer shall dedicate and convey the improvements to the City in fee simple free and clear of liens and encumbrances.

6. Sewer System.

a. Sewer mains do not currently exist at the Development Parcels. The City shall provide access to sewer service for the Development Parcels subject to sewer capacity of the City meeting or exceeding applicable Code and regulatory requirements, a public works agreement being executed by the City and the Owner and Developer, and the Harford County Master Water and Sewer Plan authorizing the City to serve the Development Parcels with City sewer service. The City shall make sewer service available to the Development subject to the Owner and Developer meeting all City, County, and State regulatory requirements. After the effective date of the annexation, the City will apply to Harford County for such an amendment to the Master Water and Sewer Plan.

- b. To the extent required by or to serve the Development Parcels, the Owner and Developer shall be responsible for all costs for the construction of new or the extension of existing sewer mains and laterals; for improvement or upgrades to existing pump stations; for other sewer improvements required to serve the Development Parcel; for the cost of the acquisition of the required rights-of-way; for the payments of connection charges, and construction inspection fees; and for the cost of any other improvements Owner and Developer may elect or are required to make to improve the existing sewer system in order to meet all requirements of the APFO; provided, however, the parties agrees that the APFO costs of the sewer system are expressly set forth in a Public Works Agreement. However, if Owner and Developer elect not to make sewer system improvements necessary to satisfy APFO requirements for development of the Development Parcels, Owner and Developer may not develop the Development Parcel, and may not require the City to issue permits and approvals for development on the Development Parcel, until APFO requirements are satisfied.
- c. All sewer system improvements shall be constructed in accordance with the City's Standard Specifications and Construction Details and other relevant statutory and regulatory provisions, including the APFO.
- d. Upon satisfactory completion of construction and final inspection of sewer system improvements, Owner and Developer shall dedicate and convey the improvements to the City in fee simple free and clear of liens and encumbrances.

7. Traffic Signals, Transportation Studies, Road Improvements and Stormwater Management.

- a. The Owner and Developer shall pay all costs associated with the construction, reconstruction, upgrading, or widening of existing roadways, of all internal roadways, bridges, curb and gutters, storm drain systems and stormwater management facilities, acquisition of all required road rights-of-ways, reimbursement to the City for all costs and attorney's fees associated with condemnation to acquire road rights-of-way, if deemed reasonably necessary by the City, and other related required roadway expenses resulting from the development of the Development Parcel.
- b. Each of the foregoing improvements (water, sewer, roads) located in the City, other than stormwater management facilities, shall be owned, and maintained by the City, and, upon completion of construction and satisfactory final inspection of each improvement, and prior to the release of any maintenance bonds for such improvement, shall be conveyed by the Owner and Developer to the City in fee simple free and clear of liens and encumbrances.
- c. All infrastructure improvements shall be constructed by Owner and Developer in accordance with the City's Standard Specifications and Construction Details and other relevant statutory and regulatory provisions, including the APFO.
- d. The Developer, prior to the issuance of any building permits for development on the Development Parcel, shall enter into a Public Works Agreement with the City, and, for all road improvements to County-owned roads, enter into a separate Public Works Agreement with Harford County as required by the County. Each public works agreement shall be supported by such bonding or other security as the City and County requires. The Owner of the Development Parcel

1 shall join in the Public Works Agreement for that Parcel to consent to its terms and
2 to bind that Parcel.

3 8. Sidewalk Improvements, Vehicular and Pedestrian Connections.

4 a. The Sidewalk Improvements and Vehicular and Pedestrian Connections for the
5 Development Parcels shall be governed by the Code of the City of Aberdeen,
6 Chapter 235, Development Code, as amended from time to time.

7 b. During the development phase of the Development Parcel, Owner and
8 Developer shall make every effort to provide both vehicular and pedestrian
9 connections to any adjoining residential neighborhoods.

10 9. Payment Costs and Expenses of Annexation – Processing and Reviewing.

11 a. The Owner shall pay to the City all reasonable and actual costs and expenses
12 of the City associated with the requested annexation of the Annexation Property,
13 exclusive of costs of internal City staff time, up to a maximum of eleven thousand
14 one hundred and eight dollars (\$11,108.00). These costs and expenses include, but
15 are not limited to, attorney fees and expenses, publication costs, recording fees
16 and costs, and expenses associated with any referendum election if required to be
17 conducted on the annexation. The City acknowledges, covenants and agrees that
18 the sum of \$11,108.00 was paid in full by Richard L. Baker.

19 b. Before the Mayor and City Council takes any action on a Resolution to annex the
20 Annexation Property, the Petitioner shall pay to the City all costs and expenses
21 incurred by the City in connection with the annexation proceeding, and those
22 additional costs and expenses reasonably estimated by the City to be incurred in
23 the future, including any referendum on the annexation. Within thirty (30)

1 days after the conclusion of all annexation proceedings, the City shall refund to
2 Petitioner's designee any monies paid more than the City's actual costs and
3 expenses associated with the annexation proceeding, including any referendum.
4 The Petitioner shall pay to the City, within thirty (30) days after demand by the
5 City, any difference between monies previously paid by Petitioner and the City's
6 actual costs and expenses associated with the annexation proceeding and any
7 referendum.

8 10. Notices. Any notice required to be given pursuant to this Agreement shall be given in
9 writing by postage prepaid certified mail, return receipt requested, to addresses of the
10 parties hereto as set forth on Exhibit D, which is attached hereto and made a part
11 hereof.

12 11. Binding Effect. The obligations and responsibilities expressed in this Agreement shall be
13 binding upon, as applicable, Owner and Developer, their respective heirs, personal
14 representatives, successors, and assigns, but shall not be construed as the personal
15 obligations or covenants of any consumer who purchases a lot for residential
16 occupancy after the lot is improved with a dwelling by Owner, Developer, or their
17 heirs, personal representatives, successors, or assigns.

18 12. Agreement Constituting Covenants Running with the Land. The Petitioner hereby agrees
19 that, from and after the date of this Agreement, and subject to the satisfaction of the
20 condition precedent specified in Paragraph 2.b. above, the Annexation Property and
21 Development Parcel shall be held, conveyed, encumbered, sold, leased, rented, used,
22 occupied and improved subject to such covenants, conditions, restrictions, use
23 limitations, easements, obligations and equitable servitudes as are set forth in this

1 Agreement, all of which covenants, conditions, restrictions, use limitations, easements,
2 obligations, and equitable servitudes shall be deemed to run with and bind the land and
3 be and shall be binding and enforceable upon all subsequent owners, their heirs, personal
4 representatives, successors, and assigns, but shall not be construed as personal obligations
5 or covenants of any consumer who purchases a lot for residential occupancy after the lot is
6 improved with a dwelling by Owner, Developer or their successors or assigns; and shall
7 be for the benefit of the City, its successors and assigns, and enforceable by it at law or
8 in equity.

9 13. Scope of Agreement/Binding Effect. All of the promises, stipulations, obligations,
10 covenants, terms, conditions, restrictions, use limitations, equitable servitudes, easements
11 and agreements herein contained shall inure to the benefit of and shall apply to, bind, and
12 be obligatory upon the parties hereto and the heirs, personal representatives,
13 successors and assigns of each whether so expressed or not, but shall not be construed as
14 personal obligations or covenants of any consumer who purchases a lot for
15 residential occupancy after the lot is improved with a dwelling by Owner, Developer
16 or their successors or assigns.

17 14. Enforcement. If any covenant, condition, restriction, provision, obligation or term of the
18 Agreement which is the responsibility of the Owner or Developer of the Development
19 Parcels to fulfill is not satisfied within the time specified in this Agreement, the City may
20 refuse to accept or process applications for, and issue or grant, any further building
21 permits, use and occupancy permits, subdivision approvals or grading permit and
22 sediment control approvals required for any development or construction on any of the
23 Development Parcel, and Owner and Developer waive their rights to compel or require

1 the City to accept, process, issue or grant any such applications, permits or approvals,
2 until the particular covenant, condition, restriction, provision, obligation or term of this
3 Agreement has been satisfied.

4 15. Governing Law. This Agreement is being executed and delivered, and is intended to be
5 performed, in the State of Maryland, and shall be interpreted, construed, and enforced in
6 accordance with the laws of such State without regard to those principles governing
7 conflicts or choice of laws.

8 16. Applicability of City Laws. After the annexation of the Annexation Property becomes
9 effective, the Annexation Property and all persons who hereafter may reside on the
10 Annexation Property, shall be subject to the Charter and all laws, rules, and regulations
11 of the City, and shall be subject to taxation by the City, as all generally are applicable
12 to property and residents of the City, subject to the terms and conditions of this
13 Agreement.

14 17. Gender Based Terminology. In construing this Agreement, feminine, gender neutral or
15 plural nouns and pronouns shall be substituted for those masculine or singular in form,
16 and vice versa, in any place in which the context so requires.

17 18. Agreement Prepared by all Parties. This Agreement has been prepared by all parties
18 hereto, and the language used in this Agreement shall not be construed in favor of or
19 against any party or parties.

20 19. Entire Understanding. This Agreement contains the entire understanding of the parties
21 and there are no representations, warranties, or undertakings other than those expressly
22 set forth herein.

23 20. Changes to or Rescission of Agreement.

1 a. This Agreement shall be modified, amended, supplemented, or rescinded only in
2 the manner set forth in this Paragraph 20, unless other requirements are expressly
3 provided by law.

4 b. A modification, amendment, supplementation, or rescission of this Agreement
5 shall be effective only if it is made in writing, is executed with the same
6 formality as this Agreement, states the date of the public hearing referred to in
7 subparagraph 20.c., and is recorded among the Land Records of Harford
8 County, Maryland.

9 c. A modification, amendment, supplementation or rescission of this Agreement
10 shall not be effective unless approved by the Mayor and City Council of
11 Aberdeen after a public hearing first has been held before the Mayor and City
12 Council, notice of which public hearing has been given by publication at least
13 once a week for two successive weeks in a newspaper of general circulation in the
14 City, the last such publication being not less than five nor more than ten days
15 before the public hearing. The notice shall include the date, time, place, and
16 purpose of the public hearing, sufficient to advise the public of the nature of the
17 proposed modification, amendment, supplementation, or rescission.

18 d. A party to this Agreement shall not be required to join in any modification,
19 amendment, or supplementation of this Agreement unless that party's interest
20 will be affected by the modification, amendment, supplementation, or rescission.

21 21. Severability. If any provision of this Agreement is held to be invalid or unenforceable,
22 all other provisions hereof shall nevertheless continue in full force and effect.

23 22. Time of Essence. Time is of the essence in this Agreement and of the performance of

all obligations under this Agreement.

23. Attorney's Fees upon Breach. If the Petitioner, Owner or Developer, or their respective heirs, personal representatives, successors or assigns, breach any part of this Agreement, the breaching party, shall pay all reasonable attorney's fees, court costs, cost of suit, and expenses incurred by the City in enforcing the provisions of this Agreement with respect to said breach or in obtaining damages, therefore. If the City breaches any part of this Agreement, the City shall pay all reasonable attorney's fees, court costs, cost of suit, and expenses incurred by the Owner/Developer in enforcing the provisions of this Agreement with respect to said breach or in obtaining damages, therefore.

24. Effect of Waiver on Breach. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of such breach by any other party, as an amendment of this Agreement, or as a waiver of any subsequent breach of the same or any other provisions of this Agreement by such waiving party or by any other party hereto.

25. Duplicate Counterparts. This Agreement may be executed via original, facsimile, or electronic (pdf) signatures by the various parties on several separate counterparts hereof, all of which shall together be valid and full binding upon the parties hereto notwithstanding the fact that the undersigned parties may not have signed the same counterpart.

26. Non-contestability of Agreement. The parties agree not to challenge or contest, and waive any right to challenge or contest, in any legal or equitable proceeding, in any forum whatsoever, the validity, legality or enforceability of this Agreement or any or all its provisions, terms or conditions.

1 27. Recordation of Agreement. Upon enactment of the Resolution and execution of this
2 Agreement, the City shall record this Agreement, at the expense of Owner/Developer,
3 among the Land Records of Harford County, Maryland.

4 28. Petitioners' Right to Revoke. This Agreement shall not become effective until the
5 Annexation Resolution is effective pursuant to §4-407 of the Local Government Article
6 of the Annotated Code of Maryland (hereinafter "Effective Date of Annexation"). At any
7 time prior to the Effective Date of Annexation, the Petitioners may, by written notice to
8 the City of Aberdeen, withdraw the Petition and any consent previously given to the
9 annexation and this Agreement shall be terminated and be of no force and effect and the
10 parties shall have no obligations or liabilities hereunder. Notwithstanding revocation of
11 this Agreement pursuant to this Paragraph 28, Petitioners still shall be liable for all costs
12 of the annexation proceeding as required by Paragraph 9.

13
14
15 *[SIGNATURES AND NOTARIAL CERTIFICATES*

16 *TO ANNEXATION AGREEMENT ON FOLLOWING PAGES]*

17

IN WITNESS WHEREOF, and as of the day and year first hereinabove written, the parties hereto have affixed below their respective signatures and seals to multiple counterparts of this Agreement, any of which shall be deemed to be an original.

CITY OF ABERDEEN

_____(SEAL)
Patrick L. McGrady, Mayor

ATTEST:

Monica A. Correll, City Clerk

Date: _____

STATE OF MARYLAND, HARFORD COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this _____ day of _____, 2022, appeared **PATRICK L. MCGRADY, MAYOR OF THE CITY OF ABERDEEN**, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Annexation Agreement, and said person acknowledged that, being authorized to do so, he executed the within Annexation Agreement as Mayor on behalf of the City of Aberdeen for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

1
2 ATTEST:

3
4
5 _____ By: _____ (SEAL)
6 Richard L. Baker
7

8
9 STATE OF MARYLAND, _____ COUNTY, to wit:

10
11 I, the undersigned, a Notary Public in and for the State and County aforesaid, do
12 hereby certify that on this _____ day of _____, 2022, appeared **RICHARD**
13 **L. BAKER**, known to me or satisfactorily proven to me to be the person whose name is
14 subscribed to the within Annexation Agreement, and said person acknowledged that, being
15 authorized to do so, he executed the within Annexation Agreement as the Owner/Developer, for
16 the purposes therein contained.

17
18 AS WITNESS my hand and Notarial Seal.
19

20
21 _____
22 Notary Public
23 My Commission Expires
24
25

EXHIBIT D

NOTICES

(postage prepaid certified mail, return receipt requested)

NOTICE TO CITY:

Phyllis G. Grover
Director of Planning and Community
Development
City of Aberdeen
60 N. Parke Street
Aberdeen, MD 21001

With copy to:

Frederick C. Sussman, Esquire
Council, Baradel, Kosmerl & Nolan, P.A.
125 West Street, Fourth Floor
Annapolis, MD 21401

NOTICE TO OWNERS/DEVELOPERS:

Richard L. Baker
42 Telestar Way
Havre de Grace, MD 21078

With a copy to:

Bradley R. Stover, Esquire
Robinson and Stover
4685 Millennium Drive
Belcamp, MD 21017